

## EXHIBIT 1

### SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is entered into this 7<sup>th</sup> day of May, 2019, by and between CITY OF ALAMEDA, a municipal corporation (the "City"), and Ghirardelli Associates Inc., a California corporation, whose address is 300 Frank H. Ogawa Plaza, Suite 229, Oakland, CA 94612 (the "Provider"), in reference to the following:

#### RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: construction management related to the implementation of Seaplane Lagoon Ferry Terminal. The Provider was selected on a sole source basis because this is a specialized service provider agreement that does not require an RFP/RFQ process.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. City and Provider desire to enter into an agreement for construction management related to the implementation of Seaplane Lagoon Ferry Terminal, upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

#### 1. TERM:

The term of this Agreement shall commence on the 9<sup>th</sup> day of May 2019, and shall terminate on the 8<sup>th</sup> day of May 2021, unless terminated earlier as set forth herein.

#### 2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

#### 3. COMPENSATION TO PROVIDER:

- a. By the 7<sup>th</sup> day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

b. The total compensation for the work under this Agreement is not to exceed \$452,904.

4. **TIME IS OF THE ESSENCE:**

Provider and City agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE:**

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

6. **INDEPENDENT PARTIES:**

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

7. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. **NON-DISCRIMINATION:**

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS:**

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable

attorneys' fees ("Claims"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

#### 10. **INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' (except ten (10) days for non-payment premium) advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

#### A. **COVERAGE:**

Provider shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
	\$2,000,000 aggregate - all other

Property Damage:                   \$1,000,000 each occurrence  
  \$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3)    Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:                   \$1,000,000 each occurrence  
Property Damage:               \$1,000,000 each occurrence

or

Combined Single Limit:       \$2,000,000 each occurrence

(4)    Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the following minimum limits:

\$1,000,000 each occurrence

B.    SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation, which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C.    FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D.    ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other

insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

**E. SUFFICIENCY OF INSURANCE:**

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

**11. CONFLICT OF INTEREST:**

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement requires Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

**12. PROHIBITION AGAINST TRANSFERS:**

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

**13. APPROVAL OF SUB-PROVIDERS:**

a. As requested by the City, Provider has a subconsultant, BSK Engineering, who will providing special inspection and material testing services. BSK Engineering is on the City's approved vendor's list for these services. Estimated cost for their services is reflected in Exhibit C, BSK Associates' Schedule of Fees.

b. Only those persons and/or businesses whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

c. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

**14. PERMITS AND LICENSES:**

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

**15. REPORTS:**

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

**16. RECORDS:**

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental

examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

**17. NOTICES:**

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

City of Alameda  
Community Development  
Base Reuse Division  
950 W. Mall Square  
Alameda, CA 94501  
ATTENTION: Michelle Giles, Redevelopment Project Manager  
Ph: (510) 747-7449

e. All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

Ghirardelli Associates Inc  
2055 Gateway Place Suite 470  
San Jose, CA 95110  
ATTENTION Randy Bruner  
Ph: (408) 435-5503 ext. 1

**18. SAFETY:**

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of Provider's employees, during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws,

ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

#### **19. TERMINATION:**

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default; City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

#### **20. ATTORNEY'S FEES:**

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.



**21. COMPLIANCE WITH ALL APPLICABLE LAWS:**

During the Term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

**22. CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

**23. WAIVER:**

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

**24. INTEGRATED CONTRACT:**

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

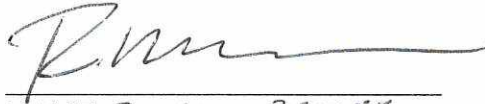
**25. CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

*Signatures on next page*

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

GHIRARDELLI ASSOCIATES, INC.  
A California corporation



NAME *RANDALL BRUNKER*  
TITLE *PRESIDENT/CEO*

CITY OF ALAMEDA  
A Municipal Corporation



Eric J. Levitt  
City Manager

RECOMMENDED FOR APPROVAL

NAME  
TITLE



Debbie Potter  
Director of Community Development

APPROVED AS TO FORM:  
City Attorney



Lisa N. Maxwell  
Assistant City Attorney

## SCOPE OF SERVICES

As your Owner's Rep/Construction Manager, Ghirardelli Associates will provide the City of Alameda with the expertise and technical experience needed to successfully accomplish the project goals. Ghirardelli's dedicated team will deliver the following services in the timely, professional, and effective manner:

### Construction Management Services

Throughout the project, Ghirardelli will perform the following construction administration functions required by the City:

- *Maintain close contact with the City Project Manager through reports, e-mails, phone calls, and face-to-face meetings.* Perform oversight and coordination of Developer's submittals.
- Prepare for and conduct pre-construction conference.
- Prepare official communications including NTP, City's change order requests, City's responses to RFIs, etc.
- Perform day-to-day field inspections to monitor Developer's activities and performance. Make reasonable efforts to guard against defects and deficiencies in the work and prepare daily inspection reports documenting construction activities. Monitor work for compliance with contract requirements including applicable codes, permits, specifications, and drawings; where non-compliance is noted, bring it to the Developer's attention and document corrective action taken.
- Attend progress meetings (weekly or as deemed necessary) between Developers, the City, and other interested parties. Review meeting minutes and provide comments where applicable.
- Create photo and video documentation of field conditions during pre-construction, construction, and post-construction phases.
- Review contract progress payments including measurements of bid items and progress schedule. When called for, negotiate differences of amounts with Developer. Process payments through the City Project Manager.
- Monitor project budget, purchases, and payments as well as review work progress against the baseline schedule. Notify Developer when schedule or budget are out of tolerance and submit monthly progress reports to City of Alameda documenting construction activities, status of key issues, cost, and schedule.
- If City has not already done so, establish an outline for dispute resolution with Developer.
- Incorporate City document control processes into ours and expeditiously process project control documents. Unless City has already put in place project instructions and contract administration and record-keeping procedures to be used during construction, Ghirardelli will establish such procedures for review and approval by City Project Manager. Maintain construction documents per state and Federal requirements with particular focus on requirements for State of Federal FTA audits and reimbursement.
- Enforce Labor Compliance requirements through spot checking of certified payroll and keeping accurate records of Developer's daily field staff.

- Receive and respond to Developer correspondence with appropriate copies to City Project Manager.
- *Review and approve Developer's project schedule.*
- Evaluate, negotiate, recommend, and prepare responses to change orders presented to the City by the Developer. Perform independent quantity and cost analysis of proposed changes presented to the City by Developer. Analyze additional compensation claims submitted by Developer and prepare responses. Should Developer have claims against the City, provide claims administration, including: coordinating and monitoring claims responses, logging claims, and tracking claims status.
- If authorized in full or in part by City, act as construction project coordinator and the single point-of-contact for communications and coordination between the Developer, utility companies (where contract is with the City), permitting and regulatory agencies (where City is permittee), local community, and the City. Provide oversight of Developer's coordination and communications with utilities and permitting agencies where Developer holds the contract or permit.
- Schedule, manage, perform, and document field and laboratory testing services from time to time as required for Quality Assurance (QA) of Developer's Quality Control (QC) responsibilities. Enforce Developer submission of Certificates of Compliance and confirm that materials certified are the materials delivered to the project. Establish and implement QA procedures for construction management activities as required to confirm that Developer's QC program is performing as required.
- Where it falls outside of Developer's areas of responsibility, coordinate and meet construction oversight requirements of City departments, BCDC, U.S. Army Corps of Engineers, National Marine Fisheries Service, etc. for work being performed within the respective jurisdictions. Construction Manager will be responsible for coordinating responses to public inquiries, and complaints regarding the project.
- Provide quality assurance for Developer's environmental mitigation monitoring. Monitor Developer's SWPPP compliance and required correction of discrepancies.
- Ensure that Developer enforces safety and health requirements and applicable regulations for the protection of the public and project personnel. Document compliance.
- Where Developer is not directly responsible for utility coordination, assist City with necessary utility coordination with respective utility companies.
- Monitor and document construction contract closeout services, including preparation of punch lists; finalizations of bid items, claims, and change orders; Developer's record drawings; final inspections and other final construction reports and close-out documents. Collect and turn all required construction documents over for archiving.
- Remain available to assist City with warranty issues throughout the warranty period.
- Audit completed project against design plans and provide acceptance of the project.
- *Prepare certification of completion.*
- *Participate in public meetings as required or deemed necessary, such as community outreach meetings and a "Good Neighbor" meeting.*



- *Support City public relations and community outreach efforts. Be aware of how project activities impact the people who live and work in the surrounding area, use the adjacent waterways, transit the Bay Trail or partially share driving routes with construction vehicles.*
  - *Remain aware of the community “mood” and provide feedback to City staff. Be alert for incidents or chronic issues which may erode public support for project activities.*
  - *As required, assist City staff in coordinating with WETA for matters regarding ferry service interoperability with other public transportation in Richmond.*
  - *Other duties and tasks as required. Ghirardelli Associates will perform the work necessary to successfully deliver the new ferry terminal safely and efficiently.*

### **General Project Administration**

- Maintain a suitable construction field office in the project area (provided by City or the Developer) for the duration of the project.
- Ghirardelli staff will be provided the safety equipment required to perform their work efficiently and safely.
- Prepare a monthly summary of construction management service charges made to each task order. The summary will show contract budget for each task, any reallocated budget amounts, prior billing amount, current billing, total billed-to-date, and a total percent billed-to-date. Narratives will contain a brief analysis of budget-to-actual expenditure variances, highlighting any items of potential concern for City consideration before an item becomes a funding issue.
- Provide a monthly invoice in the standard format acceptable to the City. Invoice will present charges by task and by staff members at agreed-upon hourly rates, with summary expense charges and subconsultant charges. Detailed support documentation for all Construction Manager direct expenses and subconsultant charges will be attached.
- Ghirardelli will accommodate City’s project management software requirements. Until a system is chosen, we propose to use Dropbox for file sharing and MS Office for most applications including MS Project for scheduling and MS Access for database requirements. These have worked successfully on other City projects.

### **APPROACH FOR SUCCESSFUL EXECUTION:**

**Strong leadership and the experience gained from working productively with multiple stakeholders** such as neighborhood councils, city councils, regulatory agencies, Developer, WETA staff and consultants, and local property and business owners.

**Planning and foresight to minimize potential risks** associated with the project including unanticipated conditions such as utility mismatches, key staff changes in stakeholder organizations, and unseasonable weather.

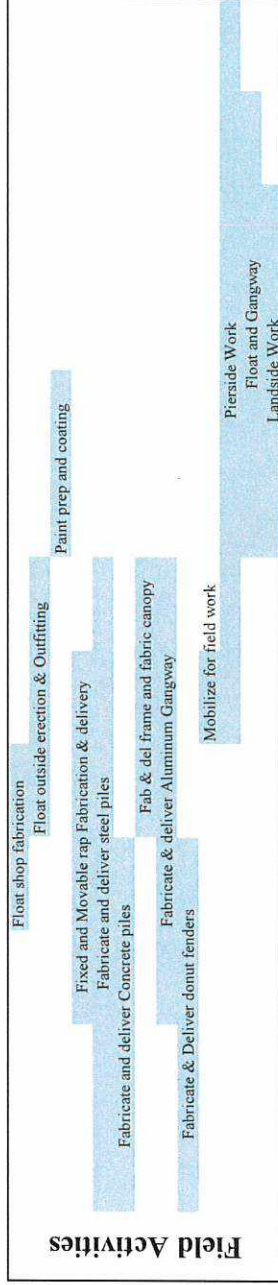
**Technical expertise and focus on the details** needed for managing the complex scope and schedule for design and construction of both marine and landside portions of the project.

**Experience of working with WETA staff** and the ability to quickly respond with creative and effective answers to problems posed by the unique and specific requirements that bind a regional agency providing a highly visible and individually relevant service to members of the politically active voting public.

The Ghirardelli team members proposed to the City of Alameda can deliver on these qualities and skills. They will be selected for their extensive technical experience on project types similar to City of Alameda's infrastructure, base conversion, or ferry terminal related construction projects, and their intimate local knowledge of the San Francisco Bay stakeholders and regulatory agencies gained through multiple projects in the area. In short, they are specifically capable of addressing the project needs and challenges of providing coordination and management for these types of projects in the timely, professional, and effective manner that our clients have learned to expect from us.

Cost Proposal for City of Alameda, Seaplane Lagoon - CONSTRUCTION PHASE  
Consultant: Ghirdelli Associates, Inc. (P18058)

Name/Classification	ST	OT	DT	Effective Date From To	Hours by Month												Total	Hours	Amount
					Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20		
Construction Manager	\$183.33			1/1/2018 12/31/2018														0	\$ 0.00
Construction Manager	\$192.50			1/1/2019 12/31/2019				64.5	64.5	80.0	80.0	100.0	120.0	120.0	100.0			729	\$ 140,332.50
Construction Manager	\$202.12			1/1/2020 12/31/2020												80.0	80.0	160	\$ 32,339.20
Construction Inspector	\$148.43			1/1/2018 12/31/2018				172	172	172	172	172	172	172				0	\$ 0.00
Construction Inspector	\$155.85			1/1/2019 12/31/2019														1376	\$ 214,449.60
Construction Inspector	\$163.64			1/1/2020 12/31/2020												172	120	292	\$ 47,782.88
Special Inspector								\$2,000	\$2,000	\$1,000	\$1,000	\$2,000	\$3,000	\$4,000	\$2,000	\$1,000		Total	\$ 452,904.18
				Month	\$0.00	\$0.00	\$0.00	\$41,222.45	\$41,222.45	\$43,206.20	\$43,206.20	\$48,056.20	\$52,906.20	\$53,906.20	\$48,056.20	\$45,315.68	\$35,806.40		
				Cum	\$0.00	\$0.00	\$0.00	\$82,444.90	\$82,444.90	\$125,651.10	\$168,857.30	\$316,913.50	\$269,819.70	\$333,725.90	\$371,782.10	\$417,097.78	\$452,904.18		





# BSK Associates - July 1, 2018 to June 30, 2019 Prevailing Wage Schedule of Fees

Exhibit C

PERSONNEL RATES			
PROFESSIONAL STAFF		TECHNICAL STAFF (PREVAILING WAGE)	
Principal	\$ 225.00	Field Supervisor	\$ 155.00
Senior Professional	\$ 200.00	Group 1 - Special Inspector	\$ 139.00
Project Professional II	\$ 185.00	Group 2 - Special Inspector	\$ 135.00
Project Professional I	\$ 155.00	Group 3 - Engineering Technician	\$ 123.00
Staff Professional II	\$ 140.00	Group 4 - Technician	\$ 107.00
Staff Professional I	\$ 125.00	Ground Penetrating Radar Scanning Technician	\$ 260.00
Seismic GIS	\$ 175.00	Core Drilling Technician	\$ 190.00
GIS Specialist	\$ 125.00	Floor Flatness Testing Technician	\$ 170.00
Information Specialist II	\$ 140.00	Sample Pickup / Transportation / Delivery	\$ 98.00
Information Specialist I	\$ 125.00	Laboratory Technician	\$ 98.00
CAD	\$ 90.00	Administrative Assistant / Clerical	\$ 78.00
Project Administrator	\$ 85.00	Litigation support	1.5x standard rate
EQUIPMENT		BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES	
Nuclear Gauge (Day)	\$ 55.00	Field Work from 0 to 4 hours	Bill 4 hours
Ultrasonic Weld Equipment (Day)	\$ 55.00	Field Work from 4 to 8 hours	Bill 8 hours
Torque Wrench (Day)	\$ 55.00	Field Work over 8 hours / Saturdays	Bill time and a half
Proof Load Equipment (Day)	\$ 55.00	Sundays, holidays and over 12 hours	Bill double time
Rebar Locator / Pachometer	\$ 100.00	Swing shift (4:00pm to Midnight)	Add \$15.00 per hour
Hand Auger (Day)	\$ 200.00	Graveyard Shift	Add \$20.00 per hour
Water Meter (Day)	\$ 50.00	Show-up time (no work performed)	Bill 2 hours
Drilling Kit - Paint, stakes and lath - (Project)	\$ 25.00	Sampling or cylinder pickup, minimum charge	Bill 2 hours
Drilling Supplies - Reuse of tubes/caps (Project)	\$ 250.00		
Manometer (Day)	\$ 200.00		
Double Ring Infiltrometer (Day)	\$ 500.00		
ANALYSIS SOFTWARE USAGE FEES		DIR/PREVAILING WAGE ADMINISTRATION FEES (MONTHLY)	
gINT (Project)	\$ 50.00	Certified Payroll / DIR Upload	\$ 300.00
LPile (Project)	\$ 50.00	Non-Performance Certified Payroll / DIR Upload	\$ 100.00
APile (Project)	\$ 50.00	Subcontractor Management / Compliance Forms	\$ 100.00
SHAFT (Project)	\$ 50.00	Additional LCP Tracker or Other Compliance Software	\$ 200.00
GROUP (Project)	\$ 100.00	Additional Special Forms, as required	\$ 150.00
Cliq (Project)	\$ 50.00		
LiquefyPro (Project)	\$ 50.00		
LiqIT (Project)	\$ 50.00		
NovoLIQ (Project)	\$ 50.00		
Slide (Project)	\$ 100.00		
Settle3D (Project)	\$ 100.00		
ArcGIS (Project)	\$ 50.00		
		REIMBURSABLES	
		Mileage (Portal to Portal)	\$ 0.88
		Per Diem (as required)	\$ 150.00
		Bridge Toll	Cost + 15%
		Parking Fees	Cost + 15%
		Subconsultant Services	Cost + 15%
		Project Administration Fees	7% of Invoice
		DIR Administration Fees	3% of Invoice
		Project Setup (Project)	\$500.00
MATERIALS LABORATORY TESTS			
SOILS			
Moisture Density Curves		California Bearing Ratio (CBR)	
Standard Proctor, 4" (ASTM/AASHTO)	\$ 232.00	CBR at 100% (ASTM D1883 or AASHTO T-180)	\$ 505.00
Modified Proctor, 4" Mold (ASTM/AASHTO)	\$ 232.00	CBR at 95% (ASTM D1883 or AASHTO T-180)	\$ 979.00
Modified Proctor, 6" mold (ASTM D1557)	\$ 247.00		
Caltrans Maximum Wet Density (CT 216)	\$ 211.00		
Check Point	\$ 134.00		
Particle Size Analysis		Permeability Tests	
Sieve Analysis w/ Wash (ASTM D422)	\$ 168.00	Rigid Wall Permeability (ASTM D2434)	\$ 278.00
Minus #200 Wash, Soil (ASTM D1140)	\$ 82.00	Flexible Wall Permeability (ASTM D5084)	\$ 433.00
Hydrometer Analysis (ASTM D422)	\$ 221.00	Remolded Flexwall Perm (ASTM D5084)	\$ 551.00
Double Hydrometer (ASTM D4221)	\$ 309.00		
Specific Gravity of Soil (ASTM D854)	\$ 158.00		
Visual Classification (ASTM D2488)	\$ 43.00		
Sand Equivalent (ASTM D2419)	\$ 124.00		
% Organics in Soil (ASTM D2974)	\$ 135.00		
Atterberg Limits / Swell Tests		Soil Corrosivity Tests	
Plasticity Index (ASTM D4318)	\$ 216.00	Minimum Resistivity of Soils (CT 643)	\$ 139.00
Shrinkage Limits of Soils (ASTM D427)	\$ 201.00	pH	\$ 65.00
Expansion Index of Soils (UBC No. 29)	\$ 232.00	Soluble Sulfate, Chloride and Sulfide	\$ 129.00
		Oxidation Reduction of Soil	\$ 55.00
Moisture Density Test		Soil Cement Tests	
Tube Density	\$ 49.00	Freeze Thaw Abrasion (ASTM D560)	\$ 618.00
Moisture Content of Soils (ASTM D2216)	\$ 43.00	Wetting-Drying Abrasion (ASTM D559)	\$ 587.00
		Preparation of Freeze-Thaw or Wetting-Drying Tests	\$ 742.00
		Soil Cement Compression (ASTM D1633)	\$ 237.00
		Cement Content Soil Cement (ASTM C1084)	\$ 237.00
"R" Value Determination		Other	
R-Value of Soils (CT 301)	\$ 391.00	Sample Preparation	\$ 65.00
R-Value of Treated Materials (CT 301))	\$ 433.00	Crumb Test Dispersion (ASTM D6572)	\$ 77.00
		Pinhole Dispersion Test (ASTM)	\$ 247.00
		Sand Density Calibration (ASTM D1566)	\$ 92.00
Consolidation Tests		Unconfined Compression	
Consolidation (ASTM D2435)	\$ 412.00	Unconfined Compression (ASTM D2166)	\$ 124.00
Consolidation , Extra Points (ASTM D2435)	\$ 55.00		
Collapse Potential of Soils (ASTM D2435)	\$ 201.00		
Remolded Consolidation (ASTM D2435)	\$ 350.00		
One-Dimen Swell of Soil (ASTM D4546)	\$ 129.00		
		Shear Tests	
		Direct Shear, Undisturbed (ASTM D3080)	\$ 216.00
		Direct Shear, Remolded (ASTM D3080)	\$ 258.00
		Triaxial Compression Testing	QUOTE



# BSK Associates - July 1, 2018 to June 30, 2019 Prevailing Wage Schedule of Fees

MATERIALS LABORATORY TESTS			
<b>AGGREGATES</b>		<b>CONCRETE</b>	
Sieve Analysis Coarse or Fine (ASTM C136)	\$ 82.00	Cement Content Concrete (ASTM C1084)	\$ 371.00
Sieve Analysis w/ Fineness Modulus	\$ 88.00	Chemical Test (ASTM C150)	QUOTE
Minus 200 Wash, Aggregates (ASTM C117)	\$ 82.00	Set Times Cement-Vicat Needle (ASTM C191)	\$ 309.00
Specific Gravity/Absorption (ASTM C127)	\$ 158.00	Specific Gravity of Hydraulic Cement (ASTM C191)	\$ 149.00
Specific Gravity/Absorption (ASTM C128)	\$ 158.00	Lineal Shrinkage Set of 3 (ASTM C157)	\$ 391.00
Organic Impurities (ASTM C40)	\$ 82.00	Compression Test of Concrete - 1 (ASTM C39)	\$ 33.00
% Lumps/Friable Particles (ASTM C142)	\$ 80.00	Compression Test of Concrete - 4 (ASTM C39)	\$ 134.00
% Flat and Elongated (ASTM D4791)	\$ 124.00	Compression Test of Core (ASTM C42)	\$ 60.00
Moisture Content (ASTM D2216)	\$ 43.00	Preparation of Specimens, Sawing	\$ 67.00
Aggregate Wt., pcf Compacted (ASTM C29)	\$ 77.00	Compressive Strength of Shotcrete Panel	\$ 314.00
Aggregate Wt., pcf Loose (ASTM C29)	\$ 65.00	Proportion of Cement in Concrete (ASTM C85)	\$ 345.00
Abrasion by LA Rattler, Small Size (ASTM C131)	\$ 232.00	Flexural Test Per Beam (ASTM C78)	\$ 88.00
Abrasion by LA Rattler, Large Size (ASTM C131)	\$ 283.00	Splitting Tensile Strength of Concrete (ASTM C496)	\$ 88.00
Sodium Sulfate Soundness, Per Sieve (ASTM C88)	\$ 108.00	Unit Weight Lt Wt Concrete (ASTM C567)	\$ 55.00
Sodium Sulfate Soundness, Min. Charge (ASTM C88)	\$ 345.00	"AZ" Test-Reinforced Concrete Pipe "Life Factor"	\$ 77.00
Relative Mortar Strength of Sand (ASTM C87)	\$ 422.00	9 Pt Core Measurements, Each (ASTM C174)	\$ 33.00
Sand Equivalent (ASTM D2419 OR CT 217-I)	\$ 124.00	Compressive Strength of Gunitite	\$ 60.00
Durability Index (CT 229)	\$ 247.00	Concrete Trial Batches	QUOTE
Potential Reactivity of Aggregates	QUOTE	Unit Weight & Abs Concrete (ASTM D642)	\$ 124.00
Cleanliness Value of Aggregate (CT 227)	\$ 178.00	Accelerated Curing of Concrete (ASTM C684)	\$ 247.00
Hydrometer (ASTM D422 OR CT 205-E)	\$ 221.00	Cylinder Molds (each)	\$ 7.00
% Crushed particles (CT 205)	\$ 163.00	Storage of Concrete Cylinders for more than 45 Days	\$ 57.00
Lightweight Pieces (ASTM 123)	\$ 216.00	RH Probe	\$ 57.00
<b>HOT MIX ASPHALT</b>		Calcium Chloride Kit	\$ 38.00
Mix Design, HVEEM	\$ 3,059.00	Mixing Water (pH, elec. conductance, chloride, sulfate)	\$ 98.00
Mix Design, Marshall	\$ 3,626.00	Contact Soil (pH, elec. conductance, chloride, sulfate)	\$ 118.00
Hamburg Wheel Track (AASHTO T324)	\$ 2,596.00	<b>MASONRY</b>	
Gyratory Compaction (AASHTO T312)	\$ 330.00	<b>Concrete Masonry Units Testing (ASTM C90)</b>	
AC Content by Centrifuge (ASTM D2172)	\$ 283.00	Compression Test Pavers, Single	\$ 76.00
AC / Ash Correction (ASTM D2172 / CT382)	\$ 283.00	Compression Test Composit CMU Prism	\$ 163.00
AC Content-Ignition (ASTM D6307 / CT382 / AASHTO T308)	\$ 221.00	Specific Gravity and Unit Weight	\$ 113.00
Moisture Content of Asphalt (CT 370)	\$ 65.00	Moisture Content	\$ 52.00
Gradation/Extraction Aggregate (ASTM D5444)	\$ 134.00	Compression Test, Masonry Units (ASTM C140)	\$ 103.00
Film Stripping	\$ 88.00	Absorption / Moisture Content (ASTM C140)	\$ 103.00
Compaction/Preparation of HMA Briquette (CT 304)	\$ 216.00	Linear Shrinkage (ASTM C426)	\$ 397.00
Stabilometer Value (CT 366 / AASHTO T246)	\$ 173.00	Masonry Core Shear Test (Title 24)	\$ 108.00
AC Core Specific Gravity (ASTM D2726)	\$ 55.00	Masonry Core Compression/Shear Test (Title 24)	\$ 185.00
AC Core Specific Gravity - Paraffin Coated (AASHTO T275)	\$ 151.00	Compression Test Brick, Each (ASTM C67)	\$ 77.00
AC Max Density Rice Method (ASTM D2041)	\$ 247.00	Absorption/ Unit Wt. of Brick (ASTM C67)	\$ 77.00
Tensile Strength Ratio (AASHTO T283)	\$ 1,082.00	Compression Test Grout (Set of 3 or 4)	\$ 118.00
Moisture Vapor Susceptibility (CT 307)	\$ 201.00	Compression Test Mortar (Set of 3 or 4)	\$ 108.00
AC Surface Abrasion (CT 360)	\$ 494.00	<b>WELDING AND STRUCTURAL STEEL</b>	
Index Retained Strength (ASTM D1074-D1075)	\$ 443.00	<b>Welder Qualification Testing</b>	
AC Hveem Maximum Density (CT 375)	\$ 443.00	Welder / Procedure Welder Qualification Testing	QUOTE
Marshall Stability and Flow (ASTM D6927)	\$ 247.00	Face Bend of Steel	\$ 60.00
Calculated AC Maximum Density (CT 367)	\$ 98.00	Root Bend of Weld Coupon	\$ 60.00
Marshall Maximum Density, 50 Blows (ASTM D6926)	\$ 288.00	Side Bend of Weld Coupon	\$ 60.00
Examination of AC Cores	\$ 33.00	Tensile Test of Steel Coupon	\$ 82.00
Thickness Determination of AC Cores	\$ 22.00	Bend Test of Steel Coupon	\$ 70.00
AC Tensile-Strength Premixed ASTM D4867	\$ 639.00	Machining Charges (Per Coupon)	QUOTE
AC Tensile-Strength Lab Mixed ASTM D4867	\$ 752.00	Brinell Hardness of Steel (ASTM E10)	\$ 98.00
<b>REINFORCING STEEL</b>		Rockwell Hardness of Steel (ASTM E18)	\$ 98.00
Tensile & Bend of Rebar, #3 - #8	\$ 146.00	Bolt Ultimate Load	\$ 139.00
Tensile & Bend of Rebar, #9 - #11	\$ 146.00	Bolt Hardness (set of 3)	\$ 98.00
Bend Test of Rebar	\$ 60.00	Nut Hardness (set of 3)	\$ 98.00
Slip and Tensile Rebar Couplers (CT 670)	\$ 211.00	Washer Hardness (set of 3)	\$ 98.00
Tension Test of Welded Wire Fabric	QUOTE	Proof Loading, bolt or nut	\$ 139.00
Bend Test of Welded Wire Fabric	QUOTE	<b>FIREPROOFING</b>	
Weld Shear Test, Welded Wire Fabric	QUOTE	Cohesion/Adhesion Fireproofing Materials	\$ 124.00
PT Cable Tensile and Elongation (ASTM A416 or A421)	\$ 268.00	Dry Density Fireproofing (ASTM E605)	\$ 93.00
PT Cable Preparation	QUOTE	<b>CALIBRATION</b>	
<b>WOOD PRODUCTS</b>		Torque Wrench	\$ 168.00
Specific Gravity and Shrinkage (ASTM D143)	\$ 113.00	Hydraulic Jack	\$ 158.00
Moisture Content, Oven Dry (ASTM D2016, Method A)	\$ 48.00	<b>Glue-Laminated Timbers</b>	
Moisture Content, Meter (ASTM D2016, Method B)	\$ 33.00	Finger Joint Tension Test (AITC Test 106)	\$ 58.00
Plywood Glue Shear Test (ASTM D805)	QUOTE	Bending Test for End Joints (AITC Test 105)	\$ 58.00
Moisture Absorption of Plywood (ASTM D805)	\$ 77.00	Adhesive Spread Measurement (AITC Test 102)	\$ 58.00
<b>GALVANIZED COATINGS</b>		Moisture Content and Specific Gravity (AITC Test 111)	\$ 79.00
Wt. of Galvanized Coating (ASTM A 90)	\$ 98.00		

**Escalation:** The billing rates presented herein will be increased by 3% annually on July 1st of each year subsequent to the execution of an agreement.